

iCommLaw
1547 Palos Verdes, #298
Walnut Creek, CA 94597
(415) 699-7885 phone
anita@icommlaw.com

RECEIVED

2015 FEB 12 AM 9:13

IDAHO PUBLIC
UTILITIES COMMISSION

February 12, 2015

Via FedEx
Docket Clerk
Idaho Public Utilities Commission
472 West Washington Street
Boise, ID 83702

RCL-T-15-01

Re: Application of RCLEC, Inc. for a Certificate of Public Convenience and Necessity

Dear Sir/Madam:

Enclosed for filing are an original and seven (7) copies of the Application of RCLEC, Inc. for a Certificate of Public Convenience and Necessity.

The Company's confidential financials are being submitted under seal.

Please contact me at the above contact information if you have any questions regarding this filing.

Sincerely,

/s/ Anita Taff-Rice
Counsel for RCLEC, Inc.

Enclosures

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF IDAHO

In the Matter of the Application of RCLEC, Inc.)
for a Certificate of Public Convenience and Necessity)
to Provide Facilities-Based and Resale Local)
Exchange and Interexchange Services in Eligible Areas)
Statewide)
_____)

**APPLICATION OF RCLEC, INC. FOR A CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY**

Anita Taff-Rice
ICOMMLAW
1547 Palos Verdes, #298
Walnut Creek, CA 94597
(415) 699-7885
anita@icommlaw.com

Counsel for RCLEC, Inc.

February 12, 2015

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF IDAHO**

In the Matter of the Application of RCLEC, Inc.)
for a Certificate of Public Convenience and Necessity)
to Provide Facilities-Based and Resale Local)
Exchange and Interexchange Services in Eligible Areas)
Statewide)
_____)

**APPLICATION OF RCLEC, INC. FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Pursuant to Idaho Code § 62-615, Idaho Public Utilities Commission ("Commission") rules and regulations, and the Telecommunications Act of 1996, RCLEC, Inc. ("RCLEC" or "Applicant"), hereby seeks, a Certificate of Public Convenience and Necessity ("CPCN") for authority to operate as a provider of facilities-based and resale local exchange telecommunications services in eligible interconnection areas in Idaho, specifically, Qwest and Verizon incumbent local exchange areas, as well as authority to offer interexchange interLATA and intraLATA services statewide. In support of its Application, RCLEC provides the following information:

I. Proposed Services

RCLEC, Inc. proposes to operate in Idaho as a wholesale carrier offering services to other providers. To support these services, RLCEC is currently constructing a nation-wide network, which includes a core structure of transport circuits connected to high-capacity soft switches and media gateways in carrier hotels in New York, Miami, Los Angeles, San Francisco, Chicago and

Dallas. Customer traffic will be picked up at one of two “super POPs” located in Virginia and California where RCLEC’s equipment will be collocated with RCLEC’s customers’ equipment for handoff of traffic, which is then transported across RCLEC’s backbone network to the appropriate switch for routing to a terminating carrier. The super POPs utilize fault tolerant, redundant equipment platforms connected to fully redundant circuits and carrier diverse meshed backbone, ensuring ensure a high level of reliability for customer traffic.

RCLEC will receive and send traffic for Idaho customers from providers and will route that traffic to its switch and media gateway located in California. RCLEC will utilize high capacity trunks between the ILEC and RCLEC as well as obtaining backhaul facilities from other carriers to connect to ILEC access tandems or other points of interconnection in order to route traffic to and from Idaho end users of RCLEC’s carrier customers. RCLEC will monitor its network serving customers in Idaho from a network operation center.

RCLEC initially will purchase or lease network facilities from the ILECs or other carriers in Idaho, so it does not anticipate engaging in any construction for its initial network deployment. If RCLEC anticipates the need to engage in construction of facilities at a later date, it will obtain all necessary permits and regulatory approval prior to such construction.

II. Form of Business

1. Name, Address, and Form of Business

RCLEC, Inc. was formed as a Delaware corporation on January 26, 2012. The Articles of Incorporation and the Certificate of Status issued by the Idaho Secretary of State stating that it is qualified to transact business in the State of Idaho are attached as Exhibit A hereto. Its principal place of business is 920 Davis Drive, Belmont, CA 94002. Its principal telephone

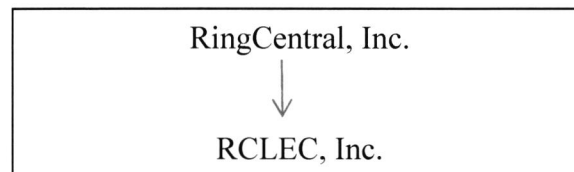
number is (650) 472-4100 and toll free number is (877) 888-3156. Its fax number is (650) 472-4100. RCLEC's registered agent in the state of Idaho is Incorp Services, Inc., 1524 Vista Ave., Ste. 12, Boise, ID 83705.

If a corporation, the names and addresses of the ten common stockholders of applicant owning the greatest number of shares of common stock and the number of such shares owned by each, as follows:

RCLEC, Inc. is owned by the parent company: RingCentral, Inc.

RingCentral, Inc. owns 100% of the shares of the Company

RingCentral, Inc. can be contacted at Applicant's address.



3. Names and addresses of the officers and directors of applicant.

Name	Position
John Marlow	Chief Executive Officer
Mitesh Dhruv	Chief Financial Officer
Bruce Johnson	Secretary
Jeffrey Slater	Director of Voice Gateways
Curtis Lee Peterson	Consultant

All officers and directors may be contacted at Applicant's address.

4. Name and address of any corporation, association, or similar organization holding a 5% or greater ownership or a management interest in the applicant. As to ownership, the amount and character of the interest must be indicated. A copy of any management agreement must be attached.

RingCentral, Inc., RCLEC's parent company, owns 100% of the shares of the Company.

5. Names and addresses of subsidiaries owned or controlled by applicant.

RCLEC, Inc. has no subsidiaries that it owns or controls.

6. Resumes

See Exhibit C for Management Bios.

III. Telecommunication Service

1. The date on which applicant proposes to begin construction or anticipates it will begin to provide service.

The Applicant does not anticipate engaging in any construction for its initial network deployment. It anticipates providing service within six months of the approval of this application.

2. A written description of customer classes and customer service that the applicant proposes to offer to the public.

Applicant will be providing local exchange and interexchange services on a wholesale basis to other providers. The Applicant will not be providing services to end users.

IV. Service Territory

1. A description sufficient for determining whether service is to be offered in a particular location; and the names of all incumbent local exchange corporations with whom the proposed utility is likely to compete.

Applicant will be providing services in all areas served by incumbent local exchange carriers that are required by the Telecommunications Act of 1996 to interconnect their networks with competitive local exchange carriers. In Idaho, that will include areas serviced by incumbents Qwest and Verizon.

2. Written description of the intended manner of service, for example, resold services or facilities based. A general description of the property owned or controlled by applicant.

All services provided by Applicant will be facilities-based or resale services purchased from other providers. These facilities will use existing structures and as such will not result in any environmental damage.

3. A statement describing with whom the applicant is likely to compete.

Applicant will compete with all providers of traditional telecommunications services including incumbent local exchange carriers, competitive local exchange carriers, and long distance carriers. Applicant will also compete with nascent voice/VoIP offerings of cable companies.

4. A description of the property owned by the applicant clarifies the applicant's proposed services and operation.

Please see I. Proposed Services in this Application.

V. Financial Information

1. Current detailed balance sheets, including a detailed income and profit and loss statements of applicant reflecting current and prior year balances for the twelve months ended as of the date of the balance sheet, or if not readily available, for the period since the close of the preceding calendar year.

RCLEC is financially qualified to operate as a provider of facilities-based intrastate local and interexchange telecommunications services in Idaho. Applicant has sufficient financial resources to operate in Idaho. In support of the Company's financial ability to provide the proposed services, the Applicant offers its financial statements in Exhibit B.

RCLEC requests confidential treatment of its financial information. Both RingCentral, Inc. and RCLEC are privately-held companies and therefore their financial information is not publicly available. The Companies take all reasonable steps to protect the privacy of their financial information. In situations where RCLEC must provide its financial information to other public utilities commissions or governmental entities, it does so under seal and requests confidential treatment. Therefore, RLEC submits its Confidential Financial Statements under seal in Exhibit 5.

VI. "Illustrative" Tariff Filings

Proposed initial tariff and price sheets setting forth rates, rules, terms, and regulations applicable to the contemplated service.

See Exhibit D.

VII. Customer Contacts

1. Contact information for the Applicant.

a) The name, address, and telephone number and electronic mailing addresses (if available) of the person(s) responsible for consumer inquiries and complaints from the public.

*Jeff Slater, Sr. Director – Voice Gateways
RCLEC, Inc.
20 Davis Drive
Belmont, CA 94002
650-931-6664
650-620-1153 (f)
jeff.slater@rclec.com*

b) A toll-free number for customer inquiries and complaints.

(877) 888-3156

c) The name, number and electronic mailing addresses (if available) of the person(s) designated as a contact for the Commission Staff for resolving complaints, inquiries and matters concerning rates and price lists or tariffs.

*Jeff Slater, Sr. Director – Voice Gateways
RCLEC, Inc.
20 Davis Drive
Belmont, CA 94002
650-931-6664
650-620-1153 (f)
jeff.slater@rclec.com*

VIII. Interconnection Agreements

Statements of whether the applicant has initiated interconnection negotiations and, if so, when and with whom.

Applicant has not yet engaged in interconnection agreement negotiations with Qwest and Verizon, but will do so upon approval of its certification.

IX. Compliance with Commission Rules

A written statement that the applicant has reviewed all of the Commission rules and agrees to comply with them, or a request for waiver of those rules believed to be inapplicable.

Applicant has reviewed all Commission rules and agrees to comply with such rules as exist now and in the future.

X. Escrow Account or Security Bond

If a company requires advance deposits by its customers, the company must submit a signed copy of an escrow account with a bonded escrow agent or a security bond. The escrow or bond shall be sufficient to meet customer deposit refunds in case of company default.

Applicant does not require advance deposits from its customers.

WHEREFORE, RCLEC, INC. requests that the Commission:

- (a) Grant Applicant a CPCN to provide facilities-based and resale local exchange services in eligible incumbent local exchange carrier areas as well as authority to provide interexchange intraLATA and interLATA telecommunications services within Idaho;
- (b) Make the grant effective on the date of issuance;
- (c) Authorize the filing of tariffs on or before the effective date of such a grant, such tariffs to be effective immediately thereafter; and
- (d) Grant such further relief as may be just and reasonable.

Respectfully submitted,

/s/ Anita Taff-Rice
Counsel for RCLEC, Inc.

APPLICATION OF RCLEC, INC. FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TO PROVIDE FACILITIES BASED AND RESALE LOCAL EXCHANGE,
INTERLATA AND INTRALATA TELECOMMUNICATIONS SERVICES

EXHIBIT	DESCRIPTION
A	Articles of Organization and Certificate of Status Issued by the Idaho Secretary of State
B	Financial Statements
C	Management Bios
D	Draft Tariff

EXHIBIT A

Articles of Organization
and
Certificate of Status Issued by the Idaho Secretary of State

CERTIFICATE OF INCORPORATION

OF

RCLEC, Inc.

FIRST: The name of the corporation is RCLEC, Inc.

SECOND: The address of the initial registered office of the corporation in the State of Delaware is One Commerce Center, 1201 Orange St. #600, Wilmington, DE 19899, and the name of the initial registered agent therein and in charge thereof, upon whom process against the corporation may be served is Incorp Services, Inc.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares the corporation shall have authority to issue is one thousand (1,000) shares each with a par value of One Cent (\$.0001) each.

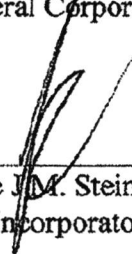
FIFTH: The corporation shall have perpetual existence.

SIXTH: No director shall be personally liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Article Sixth by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

SEVENTH: The Corporation shall have the right to indemnify any and all directors and officers to the fullest extent permitted by the Delaware General Corporation Law.

EIGHTH: The name and mailing address of the incorporator is Lance J.M. Steinhart, is Lance J.M. Steinhart, P.C., 1725 Windward Concourse, Suite 150, Alpharetta, Georgia, 30005.

I, being the sole incorporator hereinbefore named, hereby sign this certificate for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware this 19th day of January, 2012.



Lance J. M. Steinhart,
Sole Incorporator

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RCLEC, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF JUNE, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.


AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "RCLEC, INC." WAS INCORPORATED ON THE TWENTY-SIXTH DAY OF JANUARY, A.D. 2012.



5101145 8300

120787480

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9676807

DATE: 06-28-12

RCLEC, INC.

CERTIFICATE OF CORRECTION TO THE
CERTIFICATE OF INCORPORATION

RCLEC, Inc. (the "**Corporation**"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "**DGCL**"), does hereby certify:

1. The name of the Corporation is RCLEC, Inc. The Corporation was originally incorporated pursuant to the DGCL on January 26, 2012.

2. This Certificate of Correction to the Certificate of Incorporation was duly adopted by the Corporation's board of directors and stockholders in accordance with the applicable provisions of Sections 103, 228 and 242 of the DGCL and corrects certain provisions of the Corporation's Certificate of Incorporation.

3. The Certificate of Incorporation was filed by the Secretary of State of Delaware on January 26, 2012 and such certificate requires correction as permitted by Section 103 of the DGCL.

4. The inaccuracies in the Certificate of Incorporation are in the text of Article FOURTH of the Certificate of Incorporation, where (i) the class of stock has not be designated and (ii) the amount of the par value is inaccurately stated, in each case as set forth below:

"FOURTH: The total number of shares the corporation shall have authority to issue is one thousand (1,000) shares each with a par value of One Cent (\$0.0001) each."

5. The text of Article FOURTH of the Certificate of Incorporation is hereby corrected to read in its entirety as follows:

"FOURTH: The total number of shares of common stock that the corporation shall have authority to issue is one thousand (1,000) shares each with a par value of \$0.0001."

[Signature Page Follows]

IN WITNESS WHEREOF, this Certificate of Correction to the Certificate of Incorporation, which corrects certain provisions of the Certificate of Incorporation, having been duly adopted in accordance with Sections 103, 228 and 242 of the DGCL, has been duly executed by the Corporation's President and Chief Executive Officer this 16th day of April, 2012.

RCLEC, INC.

By: 

John Marlow

President and Chief Executive Officer

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RCLEC, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF SEPTEMBER, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "RCLEC, INC." WAS INCORPORATED ON THE TWENTY-SIXTH DAY OF JANUARY, A.D. 2012.

5101145 8300

141143042

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1671351

DATE: 09-04-14

State of Idaho

Office of the Secretary of State

CERTIFICATE OF AUTHORITY

OF

RCLEC, INC.

File Number C 203373

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority, duly executed pursuant to the provisions of the Idaho Business Corporation Act, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: September 8, 2014



Ben Yursa

SECRETARY OF STATE

By

[Signature]

202



APPLICATION FOR CERTIFICATE OF AUTHORITY (For Profit)

(Instructions on Back of Application)

FILED EFFECTIVE

2014 SEP -8 PM 4:20

The undersigned Corporation applies for a Certificate of Authority and states as follows:

 SECRETARY OF STATE
STATE OF IDAHO

- The name of the corporation is:
RCLEC, Inc.
- The name which it shall use in Idaho is: _____
- It is incorporated under the laws of: Delaware
- Its date of incorporation is: 01/26/2012
- The address of its principal office is:
1400 Fashion Island Blvd., Ste. 700, San Mateo, CA 94404
- The address to which correspondence should be addressed, if different from item 5, is:

- The street address of its registered office in Idaho is, 1524 S. Vista Ave, Suite 12, Boise, ID 83705-2536
and its registered agent in Idaho at that address is: InCorp Services, Inc.
- The names and respective business addresses of its directors and officers are:

Name	Title	Business Address
<u>John Marlow</u>	<u>Director</u>	<u>1400 Fashion Island Blvd, Ste. 700, San Mateo, CA 94404</u>
<u>John Marlow</u>	<u>President</u>	<u>1400 Fashion Island Blvd, Ste. 700, San Mateo, CA 94404</u>
<u>Bruce Johnson</u>	<u>Director</u>	<u>1400 Fashion Island Blvd, Ste. 700, San Mateo, CA 94404</u>
<u>Bruce Johnson</u>	<u>Secretary</u>	<u>1400 Fashion Island Blvd, Ste. 700, San Mateo, CA 94404</u>
<u>Mahesh Patel</u>	<u>Director</u>	<u>1400 Fashion Island Blvd, Ste. 700, San Mateo, CA 94404</u>
<u>Mahesh Patel</u>	<u>Treasurer</u>	<u>1400 Fashion Island Blvd, Ste. 700, San Mateo, CA 94404</u>

Dated: September 4, 2014Signature: Bruce JohnsonTyped Name: Bruce JohnsonCapacity: Secretary

(The signer must be a director or an officer of the corporation.)

Customer Acct #:

(If using pre-paid account)

Secretary of State use only

 IDAHO SECRETARY OF STATE
09/08/2014 05:00
CK:2202672 CT:172099 BH:1440455
13 100.00 = 100.00 AUTH PRO #2
Web Form

IDAHO SECRETARY OF STATE

09/08/2014 05:00

CK:2202672 CT:172099 BH:1440455

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9203373

RCLEC, Inc.
Balance Sheet
PUBLIC COPY

31-Dec-14

ASSETS

Current Assets:

Cash

Other Current Assets

Total Current Assets

Property and Equipment, net

Other assets

Receivable from Parent

TOTAL ASSETS

LIABILITIES & SHAREHOLDERS' EQUITY

Current Liabilities:

Accounts Payable

Accrued Liabilities

Total Current Liabilities

Payable to Parent

TOTAL LIABILITIES

SHAREHOLDERS' EQUITY

Common Stock

Additional Paid in Capital

Accumulated Deficit

TOTAL SHAREHOLDERS' EQUITY

TOTAL LIABILITIES & SHAREHOLDERS' EQUITY

RCLEC, Inc.
Statement of Operations
PUBLIC COPY

12 months ended Dec 31, 2014

Revenues	
Cost of Revenues	
Gross Profit	
Operating Expenses:	
Research & Development Expense	
General & Administrative Expense	
Total Operating Expenses	
Income from Operations	
Other income (expense), net	
Income before provision (benefit) for income taxes	
Income Taxes	
Net Income	



Silicon Valley Bank

3003 Tasman Drive
Santa Clara, CA 95054

December 2014

Reporting Activity 12/01 - 12/31

Page 1 of 10

ADDRESS SERVICE REQUESTED

>005383 4878161 0001 092196 10Z

RCLEC INC
1400 FASHION ISLAND BLVD
7TH FLOOR
SAN MATEO CA 94404

Managing Your Accounts

	Phone:	(408) 654-4636
	Toll-Free:	(800) 774-7390
	Email:	clientservice@svb.com
	Online:	www.svb.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Analysis Checking	XXXXXX	
Total Balance		

Analysis Checking - XXXXXX

Account Summary

Date	Description	
12/01/2014	Beginning Balance	
12/31/2014	Ending Balance	
	Total debits this period	
	Total credits this period	
	Service Charge	\$0.00

Account Activity

Transaction Date	Description	Debits	Credits	Balance
12/01/2014	Beginning Balance			
12/03/2014	RCLEC Funding 20141203 FROM ACCOUNT 3300421287			
12/03/2014	RCLEC INC 12032014 PREFUNDING ACH OFFSET			
12/03/2014	RCLEC INC 12032014 PREFUNDING ACH OFFSET			
12/08/2014	CHECK #1302			
12/09/2014	BROADVOX CLEC, L PY12/08/14 RING CENTRAL INC.			
12/09/2014	CHECK #1296			
12/09/2014	CHECK #1304			
12/09/2014	CHECK #1303			
12/09/2014	CHECK #1293			



ALL SVB AUDIT CONFIRMATION REQUESTS SHOULD BE
SUBMITTED TO CAPITAL CONFIRMATION WWW.CONFIRMATION.COM

5000/1000 E6550 127667 055373 0001/0000

John Marlow, Chief Executive Officer of RCLEC, Inc.

Mr. Marlow serves as Chief Executive Officer of RCLEC, Inc. Mr. Marlow also oversees business and legal affairs at RingCentral, RCLEC's parent company. For the last six years, Mr. Marlow has worked as RingCentral's General Counsel and Senior Vice President of Corporate Development.

Before joining RingCentral, Mr. Marlow was the founding and managing partner of Entrepreneurs Law Group (ELG), a boutique law firm based in San Francisco specializing in corporate, securities, tax, intellectual property, venture capital, mergers and acquisitions and licensing matters. During his five years at ELG, Mr. Marlow represented companies in a broad range of industries, including software, hardware, information technology, and telecommunications.

Before founding ELG, Marlow was a partner in the San Francisco office of Reed Smith, a full-service international law firm. Prior to that, Mr. Marlow was a partner at Crosby, Heafey, Roach & May, LLP, a law firm that was acquired by Reed Smith.

Mr. Marlow received his law degree from University of California Berkeley School of Law (Boalt Hall) in 1994, and a Bachelor's degree, *summa cum laude*, from Colgate University.

Mitesh Dhruv, Chief Financial Officer of RCLEC, Inc.

Mr. Dhruv serves as Chief Financial Officer of RCLEC, Inc. With 14 years' experience in the finance industry, Mr. Dhruv has a deep accounting and financial planning background, and extensive public accounting experience. He is experienced in building long-range financial plans, establishing operational performance metrics, and developing business plans for growth opportunities. Mr. Dhruv is experienced with SaaS business models, strategic finance, team building, operational execution, and enabling successful IPOs.

Mr. Dhruv has served as the Vice President, Finance and Strategy, at RingCentral since April 2012. In his role, he works closely with the executive team on business strategy, corporate finance, partnerships, and growth opportunities. Mr. Dhruv utilizes his 6 years of experience in equity research and IPO experience he developed in his prior role as Vice President, Enterprise Software at Merrill Lynch. At Merrill Lynch, Mr. Dhruv performed equity analysis covering over 20 software companies. Mr. Dhruv has authored reports on major software industry trends such as Cloud Computing, which is the most widely read technology report within Bank of America-Merrill. Prior to that, Mr. Dhruv served as Audit Manager at Gumbiner Savett Inc. for 5 years, and in a Senior Assurance and Advisory role at PricewaterhouseCoopers.

Mr. Dhruv is a Certified Public Accountant, CFA, and Chartered Accountant.

Bruce Johnson, Secretary of RCLEC, Inc.

Mr. Johnson serves as Secretary of RCLEC, Inc. Mr. Johnson also serves as Vice President, Legal, of RCLEC's parent company, RingCentral, Inc.

Mr. Johnson has over 25 years' experience as an attorney, and has served as in-house legal counsel to telecommunications-related companies for 14 years. Mr. Johnson served as Associate General Counsel of Atheros Communications, Inc., a provider of wireless and wired connectivity semiconductors and systems, where he handled and effectively managed every aspect of Atheros becoming and remaining a publically traded company in good legal standing. He served as Senior Director and Legal Counsel for Qualcomm Atheros, Inc. following the acquisition of Atheros by Qualcomm Incorporated. Prior to that, Mr. Johnson served as General Counsel to Vyyo, Inc., and prior to that, Mr. Johnson was an Associate and Partner at Bay Venture Counsel, LLP, a law firm, and an Associate at Brobeck, Phleger & Harrison, a law firm.

Mr. Johnson holds a Juris Doctorate degree from University of California at Los Angeles, School of Law. Mr. Johnson received his Bachelor of Arts degree in Economics and English from Duke University.

Jeff Slater, Director of Voice Gateways of RCLEC, Inc.

Mr. Slater serves as the Senior Director of Voice Gateways at RCLEC, Inc.

Mr. Slater has 30 years managerial experience in the telecommunications industry. Mr. Slater's experience includes executive management, business plan development, product and service development, engineering, network implementation, operations management, back office integration, vendor and facility contract negotiations, regulatory and compliance processes, and development of new sales channels both domestically and internationally.

Mr. Slater has served as the Chief Operating Officer of Covista Communications, providing traditional long distance, UNE-based local service and next generation SIP trunking and hosted PBX products to residential and business customers throughout the US. Prior to that, he was President of Broadvox, a CLEC providing next-generation local service using and providing IP originated and terminated calls.

As Vice President of Business Development at CIMCO, Mr. Slater was responsible for planning the next generation of products, services and network topologies for the company. Mr. Slater was responsible for managing the IP-based SMB business initiative, building network strategies to overcome UNE regulatory issues, mapping CoEu, wireless and fiber network strategies, and auditing all internal process to secure retroactive and prospective cost savings.

As the President of Cedar Valley Communications, Mr. Slater succeeded in developing and implementing a reorganization plan, attaining positive cash flow, and attracting equity investments resulting in the sale of the Company.

Mr. Slater has also held executive positions as Founder and President of JTek Systems, Chief Operating Officer of TotalTel, a Covista Communications Company, Vice President of Operations of Charter Network, and Director of Lexicom.

Mr. Slater received his degree in Business from DePaul University.

Curtis Lee Peterson

Mr. Peterson serves in a consulting capacity to contribute his technological and managerial knowledge to RCLEC, Inc.

Mr. Peterson has established his ability to rapidly grow businesses when he helped NuVox grow from a \$550,000 business to \$550M in ten years. Mr. Peterson also has strong skills in VOIP, IP Networking, and Information Technology. His information technology experience includes software design and design management, hardware and network design, security, implementation and deployment, virtualization/cloud services management of rapid application development, and multi-department project management. His network operations experience includes VOIP, TDM, wireless, aggregation, content delivery networks, data centers, high availability applications, network design and operation, and SAAS.

Mr. Peterson developed his technical and managerial skills in his long career at NuVox (previously NewSouth Communications, Inc.). As Vice President of Center Operations of NuVox, he managed 120 technical professionals, improving the customer base and reliability of the VoIP network. Mr. Peterson oversaw the operations of 29 Class 5 switches, 40 Central Office Sites, 500+ collocations, 4 Customer (SAS-70 II certified) data centers, 24 Softswitch gateways, 16 state MPLS / IP network with over 550 routers, and the VOIP platform.

Mr. Peterson worked in diverse managerial positions throughout his career at NuVox, including Director of Data Product Development/Senior Manager of Data Products, Director of Customer Marketing, and Director of IT. Prior to that, Mr. Peterson was Director of IP Operations at Talk.com (formerly Omnicall), and District Technology Coordinatory for a multi-campus school district.

Mr. Peterson holds a degree in Computer Engineering from Auburn University in Auburn, Alabama.

I.P.U.C. Tariff No. 1

**Original Page 1
Revises Page
Cancels Page**

**Name of Utility: RCLEC, Inc.
20 Davis Drive
Belmont, CA 94002**

RCLEC, INC.

**Schedule of Regulations, Rates and Charges
Applying to the Provision of
Telephone Services
Provided in the Territory Service by
RCLEC, Inc.
Within the
the State of
Idaho**

Issued: February 12, 2015

By: John Marlow, Chief Executive Officer

**Idaho Public Utilities Commission
Approved Effective**

Jean D. Jewell, Secretary

Name of Utility: RCLEC, Inc.
20 Davis Drive
Belmont, CA 94002

TABLE OF CONTENTS

Title Page	1
Table of Contents	2
Check Sheet	3
Tariff Format	4
Concurring, Participating and Connecting Carriers	5
Explanation of Symbols	5
Application of Tariff	6
Section 1 - Technical Terms and Abbreviations	7
Section 2 - Rules and Regulations	15
Section 3 - Description of Service	42
Section 4 – Rates	48
Section 5 – Miscellaneous Services	53

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CHECK SHEET

Sheets 1 through 46, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the Original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	26	Original	51	Original
1	Original	27	Original	52	Original
2	Original	28	Original	53	Original
3	Original	29	Original		
4	Original	30	Original		
5	Original	31	Original		
6	Original	32	Original		
7	Original	34	Original		
8	Original	34	Original		
9	Original	35	Original		
10	Original	36	Original		
11	Original	37	Original		
12	Original	38	Original		
13	Original	39	Original		
14	Original	40	Original		
15	Original	41	Original		
16	Original	42	Original		
17	Original	43	Original		
18	Original	44	Original		
20	Original	45	Original		
21	Original	46	Original		
22	Original	47	Original		
23	Original	48	Original		
24	Original	49	Original		
25	Original	50	Original		

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
2.1
2.1.1
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify an increase
- (L) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify reduction
- (T) To signify change in text but no change in rate or regulation

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Name of Utility: RCLEC, Inc.**20 Davis Drive****Belmont, CA 94002****APPLICATION OF TARIFF**

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate communications services by RCLEC, Inc., (hereinafter "Company"). This tariff is on file with the Idaho Public Utilities Commission ("Commission"), and copies can be inspected, during normal business hours, at Company's principal place of business at 20 Davis Drive, Belmont, CA 94002.

In the event of a conflict between any rate, rule, regulation or provision contained in these General Rules and Regulations and any rate, rule, regulation or provision contained in the specified tariffs, the rate, rule, regulations or provision contained in the specific tariffs shall prevail.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

ACCESS SERVICE(S) - The Company's intrastate telephone services offered pursuant to this Tariff.

10BASE-T - An Ethernet LAN that works on twisted pair wiring that is similar to telephone cable.

ACTUAL COST - Any costs charged against a special case or circumstance, including any appropriate taxes or other overhead.

AUTHORIZED USER - A user who is a customer, or a person authorized by a customer that uses the Company's services. An Authorized User is responsible for compliance with this tariff.

BASE STATION - All of the radio equipment located at one fixed station (tower or existing high structure) in a cellular/wireless network, used for communicating with mobile terminals. A Base Station is what links mobile phones to a wireless carrier's network.

BATTERY BACKUP - The name given to a secondary power supply, usually a direct current battery, to provide power in the absence of the main power supply.

BEST-EFFORT INTERNET ACCESS - A classification of low priority network traffic used especially in relation to the Internet. Different kinds of traffic have different priorities. Videoconferencing and other types of real-time communication, for example, require a certain minimum guaranteed bandwidth and latency and so must be given a high priority. Electronic mail, on the other hand, can tolerate an arbitrarily long delay and is classified as a "best-effort" service.

CARRIER HOTEL - A carrier hotel, also called a colocation center, is a secure physical site or building where data communications media converge and are interconnected.

CELLULAR BACKHAUL - In wireless networks, the connection from an individual base station (tower) to the central network (backbone). Typical backhaul connections are wired high-speed data connections (T1 line, fiber), but they can be wireless as well (using point-to-point microwave or WiMax, etc.)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

CHANNEL or CIRCUIT - A communications path between two or more endpoints, at a transmission speed agreed to between Company and Customer.

COLOCATION - An arrangement whereby the facilities of Customer are terminated with the equipment necessary to provide interconnection for the purpose of accessing the Services offered by Company.

COLOCATION SPACE - The space designated by Company for the installation of Customer's equipment for Collocation.

COMMISSION: The Idaho Public Utilities Commission ("Commission").

COMMON VOIP PATH - A designated path dedicated to voice requiring the highest level of clarity/QoS. A technology for transmitting voice, such as ordinary telephone calls, over packet-switched data networks. Also called IP telephony.

COMPANY - RCLEC, Inc. ("RCLEC"), the issuer of this Tariff, and its concurring subsidiaries.

CONVERGENT DATA NETWORK - The efficient coexistence of telephone, video and data communication within a single network. The use of multiple communication modes in a single network offers convenience and flexibility not possible with separate infrastructures. Network convergence is also called media convergence.

CROSS-CONNECT - A connection provided to Customer from any Company POP to the facilities of Customer or another Service Provider approved by Company.

CUSTOMER - The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff, including Service Providers.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

DESIGN LAYOUT REPORT or DLR - A record containing the technical information that describes the facilities and terminations provided at the request of Customer by the Company to the Customer. The technical information is needed by Company to design the overall service and includes such items as cable makeup (gauge, loading, length, etc.), channel bank type and system mileage, signaling termination compatibility, etc.

DIRECT INTERNET ACCESS (DIA) - Metropolitan Ethernet Access service that supports IP IPv4 protocol and is intended for eventual connection to the Internet by the Customer.

EMERGENCY POWER - A source of power that becomes available, usually automatically, when normal power line service fails. For networks, this very often refers to generator power.

ETHERNET - A technology based on the 10BASE-T Ethernet CSMA/CD network access method to accommodate the operation of local area networks (LANs).

EXCHANGE POINT - a remote Carrier Hotel that can support Wholesale Transit Services but not Wholesale Access Services.

FACILITIES - Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office equipment, etc., utilized to provide the Services offered under this Tariff.

FIRE SUPPRESSION SYSTEM - an automated system specifically designed for data centers that involves no human interaction and is minimally invasive to computer equipment.

GATEWAY - A network node equipped for interfacing with another network.

GATEWAY ROUTER - A device on a network that is responsible for the establishment of mutually acceptable administrative procedures between two or more networks.

GBPS - Gigabits per second, denotes billions of bits per second.

HIGH DEFINITION MULTICAST - An enhanced or high definition transmission of a single sender and multiple receivers on a network.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

HOTSPOT - A venue that offers internet access over a wireless LAN.

INDIVIDUAL CASE BASIS or ICB - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

INTERACTIVE VIDEO SESSION - A combination of video and computer technology in which the user's actions, choices, and decisions affect the way in which the program unfolds.

INTEREXCHANGE SERVICE - Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

INTERNET PROTOCOL or IP - The protocol that specifies the format of information packets transported over the Internet, including how the packets are addressed for delivery.

IPTV - A system where a digital television service is delivered using Internet Protocol over a network infrastructure, which may include delivery by a broadband connection. A general definition of IPTV is television content that, instead of being delivered through traditional broadcast and cable formats, is received by the viewer through the technologies used for computer networks.

JOINT USER - Joint or shared user service is a shared service arrangement which permits the business telephone exchange service of a subscriber to be used, within the limits and capabilities of the service and facilities provided to the subscriber, by individuals, firms or corporations not associated with the subscriber in business.

KBPS - Kilobits per second, denotes thousands of bits per second.

LOCAL AREA NETWORK or LAN - A short distance data communications network connecting computers and peripherals under a standard protocol inside a building or a campus. The LAN provides high bandwidth communications over coaxial cable, twisted pair, fiber or microwave media. LANs typically are owned by the Customer.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

MBPS - Megabits per second, denotes millions of bits per second.

MEET-ME FIBER DISTRIBUTION - A "carrier neutral" telecom hotel status to ensure autonomy in connections to consumers, Service Providers and tenants. This is the location in the Carrier Hotel where Service Providers are connected to the Company network.

MONTHLY RECURRING CHARGE or MRC - Monthly charges to the Customer for Services, facilities or equipment, which continue and are billed to Customer each month for the duration of the Service.

MULTICAST - Communication between a single sender and multiple receivers on a network.

POINT OF PRESENCE - or POP - A point of presence is an artificial demarcation point or interface point between communicating entities.

QUALITY OF SERVICE or QOS - The performance specification of a communications channel or system. QoS may be quantitatively indicated by channel or system performance parameters, such as signal-to-noise ratio (S/N), bit error ratio (BER), message throughput rate, and call blocking or packet dropping probability.

QOS CONDITIONING - The ability to provide different priority to different applications, users, or data flows, or to guarantee a certain level of performance to a data flow. For example, a required bit rate, delay, jitter, packet dropping probability and/or bit error rate may be guaranteed.

SERVICE - Any means of Service offered herein or any combination thereof.

SERVICE ORDER - A written request for Service executed by Customer and Company in the format devised by Company. The signing of a Service Order by Customer and the acceptance by Company, or the use of Service by Customer, initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

SERVICE PROVIDER - Any other service provider, including but not limited to other telecommunications providers authorized by the Commission to provide telecommunications service in Idaho, such as exchange carriers, electronic message service carriers, resellers and interconnect companies, as well as video service providers, Internet service providers.

SERVICE COMMENCEMENT DATE - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

SERVICE SWITCHING POINT (SSP) - A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

SERVING WIRE CENTER - The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

SOFTSWITCH - A central device in a telecommunications network which connects calls from one phone line to another, entirely by means of software running on a computer system. This work was formerly carried out by hardware, with physical switchboards to route the calls.

STANDARD DEFINITION MULTICAST - Communication between a single sender and multiple receivers on a network that has a resolution that meets standards but not considered either enhanced definition or high definition.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

SYNCHRONOUS OPTICAL NETWORK or SONET - Transport network for synchronously multiplexed tributary signals. The standard defines a set of transmission rates, signals and interfaces for fiber optic transmission. The basic electrical signal runs at 51.840 Mbps, approximately 51 times the bandwidth of a standard US, Ti leased line running at 1.544Mbps. SONET grows in multiples of the basic signal into the multi-Gigabit range. SONET has the feature of adding and dropping lower bit-rate signals from the higher bit-rate signal without needing electrical demultiplexing.

TARIFF - The rates, charges, rules and regulations adopted and filed by RCLEC, Inc. with the Idaho Corporation Commission.

TDM - Time division multiplexing. A digital data transmission method that takes signals from multiple sources, divides them into pieces which are then placed periodically into time slots, transmits them down a single path and reassembles the time slots back into multiple signals on the remote end of the transmission.

TDMOIP - Time Division Multiplexing over the Internet Protocol.

TELECONFERENCING - The live exchange and mass articulation of information among persons and machines remote from one another but linked by a telecommunications system, usually over a phone line.

TELEPRESENCE - A set of technologies which allow a person to feel as if they were present, to give the appearance that they were present, or to have an effect, at a location other than their true location.

TERMINAL EMULATION PATH - A network application in which a computer runs software that makes it appear to a remote host as a directly attached terminal.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CON'TD)

TOLL FREE - A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

TYPE I - Type I service providers are providers that install network infrastructure, such as network transmission, switching and auxiliary equipment for the provision of telecommunications services. Type I services include fixed line services such as local, domestic long distance and international long distance services, as well as interconnection, leased line, ADSL and satellite services and wireless services such as cellular, including 3G cellular, paging, mobile data and trunked radio services.

TYPE 2 - Type II service providers are defined as all telecommunications service providers other than Type I service providers. Type II services are divided into special services and general services. Special services include simple resale, VoIP international leased circuits.

VIRTUAL CONNECTION - A connection established between users, where packets are forwarded along the same path and bandwidth is not permanently allocated until it is used.

WIRE CENTER - A building in which one or more central offices, used for the provision of exchange services, are located.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish Access Services in accordance with the terms and conditions set forth in this Tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.4 The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

2.1.4 Limitations on Liability

2.1.4.1 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.1.4.2 The Company shall not be liable for any claims for loss or damages involving:

- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) Common Carriers;
- 2) Any unlawful or unauthorized use of the Company's facilities and services;

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

2.1.4.2 (Cont'd)

- 3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4.1 and 2.1.4.2, preceding;
- 6) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

2.1.4.2 (Cont'd)

- 7) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 8) Any noncompletion of calls due to network busy conditions.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

2.1.4.3 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

2.1.4.4 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

2.1.5 Provision of Equipment and Facilities

2.1.5.1 Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provision of Equipment and Facilities (Cont'd)

2.1.5.2 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

- 1) the through transmission of signals generated by Customer-provided equipment or for the quality of or defects in such transmission; or
- 2) the reception of signals by Customer-provided equipment; or
- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors or suppliers.

2.2 Obligations of the Customer

2.2.1 General

2.2.1.1 The Customer shall be responsible for ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service under this Tariff shall not interfere with or impair

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Service over facilities of the Company; cause damage to its plant; impair privacy or create hazards to employees or the public;

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Obligations of the Customer (Cont'd)

2.2.1 General (Cont'd)

- 2.2.1.2 The Service provided under this Tariff shall not be used for any unlawful purpose; or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another; or interfere with use of Service by one or more customers; or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits;
- 2.2.1.3 If Customer intends to use the Company's offerings for resale and/or for shared use, Customer may be required to file a letter with the Company confirming that its use of the Company's offering complies with relevant laws and Commission regulations, policies, orders, guidelines and decisions;
- 2.2.1.4 The Customer shall be responsible for the payment of all applicable charges pursuant to this Tariff, including without limitation, charges for visits by the Company's employees or agents to the Customer's Premises when a Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or another Service Provider;
- 2.2.1.5 The Customer shall be responsible for damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of Company's employees or agents;

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Obligations of the Customer (Cont'd)

2.2.2 Prohibited Uses

- 2.2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2.2 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.2.2.3 A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

2.2.3 Customer Premises Provisions

- 2.2.3.1 The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.2.3.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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Idaho Public Utilities Commission

Approved

Effective

Jean D. Jewell, Secretary

Name of Utility: RCLEC, Inc.
20 Davis Drive
Belmont, CA 94002

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Customer

- 2.3.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.4 Deposits

- 2.4.1 The Company does not charge its customers deposits.

2.5 Advanced Payments

- 2.5.1 To safeguard its interests, the Company may require a Customer to make an advance payment to cover contingencies before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's first bill where the special construction charges appears.

2.6 Claims

- 2.6.1 To the extent caused by any negligent or intentional act of the Customer as described in 2.2.1.2 preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Claims (Cont'd)

- 2.6.2 The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited, to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.7 Payment Arrangements

2.7.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.7.1.1 Taxes

All Idaho and local taxes (including but not limited to franchise fees, excise tax, sales tax, and municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.7.2 Return Check Charge

A return check charge of fifteen dollars (\$15.00) will be assessed for checks made payable to the Company and returned for insufficient funds. For service billed on behalf of the Company, any applicable return check charges will be assessed according to the terms and conditions of the Company's billing agent.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Payment Arrangements (Cont'd)

2.7.3 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

2.7.3.1 Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.

2.7.3.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

2.7.3.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.7.3.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.7.3.5 Any charges for service provided by the Company but did not appear on a customer's invoice can be back billed for a period of up to twenty-four (24) months from the date of discovery of the un-billed charges.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Payment Arrangements (Cont'd)

2.7.3 Billing and Collection of Charges (Cont'd)

2.7.3.6 A penalty cannot be applied to a prior penalty amount.

2.7.3.7 If service is disconnected by the Company in accordance with Section 2.7.4 following and later reinstalled, service will be subject to all applicable installation charges as described in 2.8.2 in this tariff. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges found in 2.13 in this tariff.

2.7.4 Billing Disputes

2.7.4.1 General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount.

In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Payment Arrangements (Cont'd)

2.7.4 Billing Disputes (Cont'd)

2.7.4.2 Late Payment Charge

RCLEC will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty (30) days. A late payment penalty may be assessed only once on any bill for rendered services. Late payment penalties shall comply with Idaho Public Utilities Commission regulations and Idaho law.

2.7.4.3 Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.

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Belmont, CA 94002

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Payment Arrangements (Cont'd)

2.7.4 Billing Disputes (Cont'd)

2.7.4.3 Adjustments or Refunds to the Customer (Cont'd)

- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.
- 5) Customers have up to ninety (90) days (commencing five (5) days after remittance of the bill) to initiate a dispute over charges or to receive credits.

2.7.4.4 Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer is required to take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company a disagreement remains as to the disputed amount, the Customer may contact:

Idaho Public Utilities Commission
PO Box 83720
Boise, ID 83720-0074

Issued: February 12, 2015

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Idaho Public Utilities Commission
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20 Davis Drive
Belmont, CA 94002

1-800-432-0369

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.7 Payment Arrangements (Cont'd)****2.7.5 Refusal or Discontinuance by Company**

2.7.5.1 The Telephone Company may discontinue service without prior notice:

- (1) if a condition immediately dangerous or hazardous to life, physical safety, or property exists;
- (2) upon order by any court, the Commission, or any other duly authorized public authority; or
- (3) if service was obtained fraudulently, under deceptive conditions or without the specific authorization of the Telephone Company.

The Telephone Company may terminate service if it has tried diligently to meet the notice requirements, but has been unsuccessful in its attempt to contact the end user affected.

The Telephone Company may, on seven (7) days written notice by U.S. Mail to the person designated by customer authorized to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying end user at any time thereafter as referenced in Section 31-41.01 of the I.D.A.P.A.

If the Telephone Company does not refuse additional applications for service on the date specified in the seven (7) days' notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying end user without further notice, subject to the Commission Rules and Regulations governing customer relations of telephone companies. In the case of such

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Idaho Public Utilities Commission

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Effective

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I.P.U.C. Tariff No. 1

**Original Page 30
Revises Page
Cancels Page**

**Name of Utility: RCLEC, Inc.
20 Davis Drive
Belmont, CA 94002**

discontinuance, all applicable charges shall become due.

Issued: February 12, 2015

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Belmont, CA 94002

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Payment Arrangements (Cont'd)

2.7.5 Refusal or Discontinuance by Company

2.7.5.2 If the Telephone Company does not discontinue the provision of the services involved on the date specified in the seven (7) days' notice, and the end user's non-compliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying end user provided the Telephone Company diligently attempts, at least twenty-four (24) hours before actual termination, to apprise the customer of actions or steps that may be taken to avoid such disconnection.

2.7.5.3 When the Telephone Company has disconnected Local Exchange Service to the end user for non-compliance with this tariff, the end user will be required (unless other arrangements have been made) to pay all unpaid charges prior to the reconnection of service. In addition, the end user will be required to reapply after having been disconnected continuously for 30 calendar days. All end users that are disconnected for non-payment of their bill for any period may be subject to the deposit requirements. End users will be billed Exchange Order and Line Connection Charges when service is restored.

2.7.6 Limitations on the Discontinuance of Service

2.7.6.1 No end user will be given notice of discontinuance of service nor shall his/her service be discontinued if the unpaid bill is for services that are not set forth in this Local Exchange Tariff.

2.7.6.2 The Telephone Company will not discontinue service on any, Saturday, Sunday or legal holiday recognized by the State of Idaho, or after 12:00 noon on any Friday or any business day before any legal holiday, or at any time when the Telephone Company's business offices are not open for business, or from December 24 through

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January 2, inclusive. Telephone service will only be discontinued between the hours of 8:00 a.m. and 4:00 p.m.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Ordering

2.8.1 General

A Service Order will be required by the Company to provide Customer with new Services or to provide changes to existing Services. Upon receipt of a properly completed Service Order, the Company will specify a Firm Order Commitment (FOC) and an estimated Service Date based on the type and quantity of Services requested.

2.8.2 Charges

Due to the special and limited nature of the services offered by the Company, and the requirement that the Customer be a carrier, all terms and conditions for Customer requests for new, additional, changed or modified services; discontinuance for any reason and/or restoration of service; cancellation of service orders will be provided for in an ICB between the Company and the customer.

2.8.3 Notice to Company for Cancellation of Service

Pursuant to Idaho statute and regulations, a Customer may cancel an existing service by providing three (3) days written notice to the Company.

2.8.4 Cancellation of Service Order

Customer may cancel a Service Order for the installation of Service on any date prior to the service commencement date or notification by the Company that Service is available for Customer's use. The cancellation date is the date the Company receives written notice from the Customer that the Service Order is to be canceled.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Ordering (Cont'd)

2.8.5 Modification of Service Order

Customer may request a modification of its Service Order or Service prior to the Service Commencement Date. All modifications must be in writing. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every reasonable effort to accommodate a requested modification when it is able to do so within the normal work force assigned to complete such Service Order within normal business hours.

2.8.6 Minimum Period of Service

The minimum period for which Services are provided and for which rates and charges are applicable is one year unless otherwise specified.

2.8.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be at the rate of 6%. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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Name of Utility: RCLEC, Inc.
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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Allowances for Interruptions in Service

2.9.1 General

- 2.9.1.1 A credit allowance will be given when service is interrupted, except as specified in 2.9.1.4 following. A service is interrupted when it becomes inoperative to the Customer (e.g. the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff).
- 2.9.1.2 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.9.1.3 If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.9.1.4 No credit allowance will be made for any interruption in service:
- Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
 - Due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - Due to circumstances or causes beyond the control of the Company;
 - During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Allowances for Interruptions in Service (Cont'd)

2.9.2 Limitations of Allowances

- 2.9.2.1 During any period in which the Customer continues to use the service on an impaired basis;
- 2.9.2.2 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.9.2.3 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.9.2.4 That was not reported to the Company within thirty (30) days of the date that service was affected.

2.9.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.9.4 Application of Credits for Interruptions in Service

- 2.9.4.1 Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the

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interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Allowances for Interruptions in Service (Cont'd)

2.9.4 Application of Credits for Interruptions in Service (Cont'd)

2.9.4.2 For calculating credit allowances, every month is considered to have thirty (30) days.

2.9.4.3 A credit allowance will be given for interruptions in service of fifteen (15) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one twenty-four (24)-hour period shall be considered as one interruption.

2.9.4.4 Interruptions of twenty-four (24) Hours or Less

Interruption Period

Length of Interruption

To Be Credited

Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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Belmont, CA 94002

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Allowances for Interruptions in Service (Cont'd)

2.9.4 Application of Credits for Interruptions in Service (Cont'd)

2.9.4.5 Continuous Interruption Over twenty-four (24) Hours and Less Than seventy-two (72) Hours. Interruptions over twenty-four (24) hours and less than seventy-two (72) hours will be credited one-fifth (1/5) day for each three-hour (3) period or fraction thereof that occurs following the expiration of the initial twenty-four (24)-hour period. No more than one full day's credit will be allowed for any period of twenty-four (24) hours.

2.9.4.6 Interruptions Over seventy-two (72) Hours. Interruptions over seventy-two (72) hours will be credited two (2) days for each full twenty-four (24)-hour period that occurs following the expiration of the initial 72-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

2.9.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12)-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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**Name of Utility: RCLEC, Inc.
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Belmont, CA 94002**

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Customer Liability for Unauthorized Use of the Network (Cont'd)

2.10.1 Unauthorized Use of the Network (Cont'd)

2.10.1.1 Unauthorized use of the Network occurs when:

- 1) a person or entity that does not have actual, apparent or implied authority to use the Network obtains the Company's services provided under this Tariff; or
- 2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network makes fraudulent use of the Network to obtain the Company's services provided under this Tariff or uses specific services that are not authorized.

2.10.1.2 The following activities constitute fraudulent use:

- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's Tariffed charges by either rearranging, tampering or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Customer Liability for Unauthorized Use of the Network (Cont'd)

2.10.2 Liability for Unauthorized Use (Cont'd)

2.10.2.1 Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees or the public.

2.10.2.2 The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

2.10.2.3 The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

2.11 Reciprocal Compensation Arrangements

2.11.1 General

Reciprocal Compensation Arrangements are available to Other Network Providers (ONP) who are also certificated providers of local exchange service. Under a Reciprocal Compensation Arrangement, the Company compensates the ONP for Company traffic terminating on the ONP's network and the ONP compensates the Company for ONP traffic terminating on the Company's network.

The Company will negotiate Reciprocal Compensation Arrangements with ONPs on a case-by-case basis.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Reciprocal Compensation Arrangements (Cont'd)

2.11.1 General (Cont'd)

In the absence of negotiated arrangements between the Company and ONPs, the Company's Reciprocal Compensation Arrangements to ONPs will be no higher than those of the incumbent carrier for the region in which that incumbent is providing service.

Recognizing the technical constraints of cellular carriers and other smaller carriers where it is not technically possible for the Company to interconnect directly to each of another carrier's switching offices, the Company will pay charges when requested by the carrier for traffic that it terminates on such carrier's network as specified above until such time as that carrier interconnects, through its own facilities or a third carrier's facilities, directly to a Company switching office or negotiates alternative arrangements.

2.11.2 Measurement of Access Minutes and Determination of Balance

All traffic subject to a Reciprocal Compensation Arrangement will be considered terminating for usage measurement purposes, i.e., Company traffic is terminating to the ONP and ONP traffic is terminating to the Company. Usage measurement will begin when the Company entry switch receives answer supervision from the Company's Customer's switching office or from the ONP's point of termination, whichever occurs later. Usage measurement will end when the Company's entry switch receives disconnect supervision from the Company's Customer's office or from the ONP's point of termination, whichever occurs first.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 Inspection, Testing and Adjustment

- 2.12.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment relating to the Service. The Company may interrupt Service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.12.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the Customer's Premises at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities or equipment.
- 2.12.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

2.13 Reconnection Charge

A reconnection fee of \$25.00 per occurrence, per account, may be charged when service is re-established for Customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

2.14 Operator Service Rules

The Company will not provide Operator Services. It will be the responsibility of the resale carrier to provide Operator Services to its customers.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.15 Access to Carrier of Choice

Customers of the Company's local service shall have the right to select the interexchange telecommunications service provider (IXC) of their choice. The IXC should request confirmations/ verifications of choice from its Customers no later than the date of submission of its first bill to the Customer. RCLEC should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

2.16 Universal Emergency Telephone Number Service (911, E911)

2.19.1 RCLEC does not provide 911 services for its wholesale customers. The Customer is responsible for providing 911 services.

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Wholesale Transit Services

Wholesale Transit Service is a private line transport that provides connectivity from a Company Gateway at one of its Carrier Hotels through an Internet Protocol Open Shortest Path First (OSPF) Ethernet path, Direct Circuit, Channel, wavelength division multiplexer, or sub path thereof specifically dedicated to the use of a service provider as a Customer to one of the Customer's Premises. Wholesale Transit Services provide connectivity on a metropolitan Ethernet basis. Wholesale Transit Services are priced based on bandwidth and QoS Conditioning with no usage sensitive cost element.

Wholesale Transit Services described in this section allow the Company to extend Wholesale Local Loop Services from a Company Carrier Hotel Gateway to a Customer's Premises. Both Wholesale Transit Services and Wholesale Local Loop Services are dependent upon the availability of facilities and will be provided at the discretion of the Company and priced on an Individual Case Basis, applied in a nondiscriminatory manner.

The following Wholesale Transit Services are offered pursuant to this Tariff:

T- I (Trunk, level 1 - 1.544 Mbps)

DS3 (Digital Signal, level 3 - 44.736 Mbps)

OC3 (Optical Carrier, level 3 - 155.52 Mbps)

OC 12 (Optical Carrier, level 12, SONET channel - 622.08 Mbps)

OC48 (Optical Carrier, level 48, SONET channel - 2,488.32 Gbps)

OC 192 (Optical Carrier, level 192, SONET channel -9.953 Gbps)

Ethernet Transit Service

Each Wholesale Transit Service represents transmission capacity and protocol specific to the ordered Service. Company does not guarantee the use of equipment specifically dedicated to any Customer. Company reserves the right to limit the number of Wholesale Transit Services on any Service arrangement based upon engineering considerations.

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Idaho Public Utilities Commission

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Jean D. Jewell, Secretary

Name of Utility: RCLEC, Inc.
20 Davis Drive
Belmont, CA 94002

SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

3.1 Wholesale Transit Services (Cont'd)

Wholesale Transit Services may be provided either as Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when the endpoints of the channel are served by another Service Provider's network.

3.1.1 T-1 Service

T-1 is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communication.

3.1.2 DS3

DS3 is composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communication.

3.1.3 OC3 Service

OC3 provides for the direct electrical-to-optical mapping of the STS-3 signal at 155.52 Mbps with frame synchronous scrambling.

3.1.4 OC12 Service

OC 12 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 622.08 Mbps with frame synchronous scrambling.

3.1.5 OC48 Service

OC48 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 2,488.32 Gbps with frame synchronous scrambling.

3.1.6 OC192 Service

OC192 provides for the direct electrical-to-optical mapping of the STS-192 (SONET) channel of 9.953 Gbps with frame synchronous scrambling.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

3.1 Wholesale Transit Services (Cont'd)

3.1.7 Ethernet Transit Service

Ethernet Transit Service is an optically switched high-speed fiber-based data service that allows a Customer to connect two Company Carrier Hotel Gateway or Exchange Points using packet-based technologies. Ethernet Transit Service is a flexible, easy to use, transport service that uses established Ethernet transport. Ethernet Transit Service allows Customer to connect Customer's equipment located at Company Carrier Hotel or Exchange Points with Company Wholesale Transit Services or other Customer equipment collocated at other Company Gateway locations using native Ethernet protocol. Ethernet Transit Service supports transmission speed from 1 Gbps to 100 Gbps. Ethernet Transit Service provides Customer traffic segmentation enabling private and secure transfer of Ethernet frames over a shared network. Ethernet Transit Service is offered using either the IPv4 or IPv6 protocol.

3.2 Wholesale Local Loop Service

Wholesale Local Loop Service is a private line transport that provides connectivity to two or more Company Gateways at its Carrier Hotels through a direct circuit, channel, wavelength division multiplexer, or sub path thereof specifically dedicated to the use of a Service Provider as a Customer. Wholesale Local Loop Service provides connectivity on a Private Metro Ethernet Path or SONET add/drop multiplexer basis. Wholesale Local Loop Service is priced based on distance, bandwidth, and multiplexing technique with no usage sensitive cost element.

Wholesale Transit Services described in Section 2.1 of this Tariff allows the Company to extend Wholesale Local Loop Services from a Company Carrier Hotel Gateway to a Customer's Premises. Both Wholesale Transit Services and Wholesale Local Loop Services are dependent upon the availability of facilities and will be provided at the discretion of the Company and priced on an Individual Case Basis, applied in a nondiscriminatory manner.

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**Original Page 46
Revises Page
Cancels Page**

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Name of Utility: RCLEC, Inc.
20 Davis Drive
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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

3.2 Wholesale Local Loop Service (Cont'd)

The following Wholesale Local Loop Services are offered pursuant to this Tariff:

T-1 (Trunk, level 1 - 1.544 Mbps)

DS3 (Digital Signal, level 3 - 44.736 Mbps)

OC3 (Optical Carrier, level 3 - 155.52 Mbps)

OC 12 (Optical Carrier, level 12, SONET channel - 622.08 Mbps)

OC48 (Optical Carrier, level 48, SONET channel - 2,488.32 Gbps)

OC192 (Optical Carrier, level 192, SONET channel -9.953 Gbps)

Ethernet Transit Service

Each Wholesale Local Loop Service represents transmission capacity and protocol specific to the ordered Service. Company does not guarantee the use of equipment specifically dedicated to any Customer. Company reserves the right to limit the number of Wholesale Local Loop Services on any Service arrangement based upon engineering considerations.

Wholesale Local Loop Services may be provided either as Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when the endpoints of the channel are served by another Service Provider's network.

3.2.1 T-1 Service

T-1 is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communication.

3.2.2 DS3

DS3 provides digital channels at 44.736 Mbps for the transmission of one-way and two-way communication.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

3.2 Wholesale Local Loop Service (Cont'd)

3.2.3 OC3 Service

OC3 provides for the direct electrical-to-optical mapping of the STS-3 signal at 155.52 Mbps with frame synchronous scrambling.

3.2.4 OC12 Service

OC 12 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 622.08 Mbps with frame synchronous scrambling

3.2.5 OC48 Service

OC48 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 2,488.32 Gbps with frame synchronous scrambling.

3.2.6 OC192 Service

OC192 provides for the direct electrical-to-optical mapping of the STS-192(SONET) channel of 9.953 Gbps with frame synchronous scrambling.

3.2.7 Ethernet Transit Service

Ethernet Transit Service is an optically switched high-speed fiber-based data service that allows a Customer to connect two Company Carrier Hotel Gateway or Exchange Points using packet-based technologies. Ethernet Transit Service is a flexible, easy to use, transport service that uses established Ethernet transport technology. Ethernet Transit Service allows Customer to connect Customer's equipment located at Company Carrier Hotel or Exchange Points with Company Wholesale Transit Services or other Customer equipment collocated at other Company Gateway locations using native Ethernet protocol. Ethernet Transit Service supports transmission speed from 1 Gbps to 100 Gbps. Ethernet Transit Service provides Customer traffic segmentation enabling private and secure transfer of Ethernet frames over a shared network. Ethernet Transit Service is offered using either the IPv4 or IPv6 protocol.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

3.2 Wholesale Local Loop Service (Cont'd)

3.2.8 Intrastate, InterLATA InterExchange Service (Cont'd)

RCLEC offers Intrastate, InterLATA InterExchange Service only in conjunction with its Local Exchange Services. The Company does not offer toll service on a stand-alone basis.

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SECTION 4 – RATES

4.1 Application of Rates

The Company may institute volume and term arrangements, which involve discounts on recurring charges, or discounts or waivers of non-recurring charges. Discounts based on volume, term, or promotional arrangements will be available on arrangements where the Customer commits to a term contract of one year or longer.

Nonrecurring and monthly recurring charges apply for each Service furnished by the Company. Monthly recurring charges vary according to the time period for which the Customer commits to take the Service. Unless otherwise noted, these standard rate elements are used in calculating the monthly recurring charge for Services.

Because Type II Service prices are dependent upon another Service Provider's facilities, Type II Service will be provided at the discretion of the Company and priced on an Individual Case Basis, applied in a nondiscriminatory manner.

Transport Channel - Fixed

This rate element applies per channel for the transmission facility between the POPs associated with two Customer Premises, between a POP associated with the Customer Premises and a Company Point of Termination, or between two Company Points of Termination.

Variable Mileage

This rate element applies per channel for the number of miles (interoffice miles) between the two POPs that serve the terminal locations. Fractions of a mile are rounded up to the next whole mile before rates are applied.

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Name of Utility: RCLEC, Inc.
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SECTION 4 – RATES (CONT'D)

4.2 Wholesale Transit Rates

T-1	
MRC – Fixed	
MRC – Per Mile	
NRC	
DS3	
MRC – Fixed	
MRC – Per Mile	
NRC	
OC3	
MRC – Fixed	
MRC – Per Mile	
NRC	
OC12	
MRC – Fixed	
MRC – Per Mile	
NRC	
OC48	
MRC – Fixed	
MRC – Per Mile	
NRC	
OC192	
MRC – Fixed	
MRC – Per Mile	
NRC	

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SECTION 4 – RATES (CONT'D)**4.2 Wholesale Transit Rates (Cont'd)**

Ethernet Transit	
MRC – Fixed	
10GbE	
100GbE	
MRC/per mile	
10GbE	
100GbE	
NRC	
10GbE	
100GbE	

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Name of Utility: RCLEC, Inc.
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SECTION 4 – RATES (CONT'D)

4.3 Wholesale Local Loop Service

T-1	
MRC – Fixed	
MRC – Per Mile	
NRC	
DS3	
MRC – Fixed	
MRC – Per Mile	
NRC	
OC3	
MRC – Fixed	
MRC – Per Mile	
NRC	
OC12	
MRC – Fixed	
MRC – Per Mile	
NRC	
OC48	
MRC – Fixed	
MRC – Per Mile	
NRC	
OC192	
MRC – Fixed	
MRC – Per Mile	
NRC	

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SECTION 4 – RATES (CONT'D)**4.3 Wholesale Local Loop Service (Cont'd)**

Ethernet Transit	
MRC – Fixed	
10GbE	
100GbE	
MRC/per mile	
10GbE	
100GbE	
NRC	
10GbE	
100GbE	

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SECTION 5 – MISCELLANEOUS

5.1 Miscellaneous Services

5.1.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in answer to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this price list. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing. All ICBs will be made available to the Commission upon request.

Contracts will be used in the circumstance of Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially comparable circumstances. Contracts are obtainable to any similarly situated Customer that places an order within 90 days of their effective date. In the event of a conflict between the Customer and the Company, the contract will take precedence over this price list in regards to resolution of the conflict. Contracts are subject to applicable law of a competent jurisdiction.

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